

APPLICATION FOR PAYMENT NO. 9

To: Board of Public Works and Safety of the City of West Lafayette (OWNER)
From: Atlas Excavating, Inc. (CONTRACTOR)
Contract: _____
Project: Western Sanitary Sewer Interceptor – Division II
OWNER's Contract No. _____ ENGINEER's Project No. _____
For Work accomplished through the date of: 12/31/09

1.	Original Contract Price:	\$	<u>3,846,947.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>(108,921.85)</u>
3.	Current Contract Price (1 plus 2):	\$	<u>3,738,025.15</u>
4.	Total completed and stored to date:	\$	<u>3,738,025.15</u>
5.	Retainage (per Agreement):		
	<u>0.00</u> % of completed Work:	\$	_____
	<u>0.00</u> % of stored material:	\$	_____
	Total Retainage:	\$	_____
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>3,738,025.15</u>
7.	Less previous Application for Payments:	\$	<u>3,722,295.70</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$	<u>15,729.45</u> ✓

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated December 31, 2009

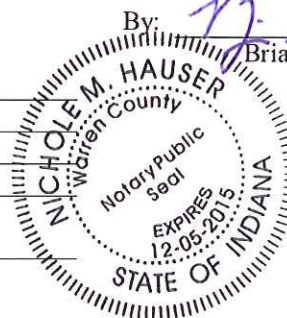
Atlas Excavating, Inc.
CONTRACTOR

State of Indiana

County of Tippecanoe

Subscribed and sworn to before me this 8th
day of January 2010

Nichole M. Hauser
Notary Public Nichole M. Hauser
My Commission expires: 12/05/2015



By: Brian Garrett
Brian Garrett, Project Manager

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

By: Joe Zausch
ENGINEER (Authorized Signature)

By: D.S. Q.
OWNER (Authorized Signature)

Title: Project Manager

Title: Utility Director

Date: 1/12/2010

Date: 1/19/2010

EJCDC No. 1910-8-E (1996 Edition) RUS-WEP (2000)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification Institute.

Line No	Item No	Description	Unit	Bid Quantity	Unit Price	This Estimate		To Date	
						Quantity	Amount	Quantity	Amount
	30" LINED DIP								
	1A	30" LINED DIP PIPE ONLY	LF	50.000	100.0000			50.000	5,000.00
	1B	AGGREGATE BEDDING	TON	340.000	12.0000			340.000	4,080.00
	1C	INSTALLATION OF PIPE	LF	50.000	716.4000			50.000	35,820.00
	1D	TESTING 30" PIPE	LF	50.000	2.0000			50.000	100.00
	36" LINED DIP								
	2A	MOBILATION 5%	LS	1.000	192,347.3500			1.000	192,347.35
	2B	CONSTRUCTION ENGINEERING	LS	1.000	6,500.0000			1.000	6,500.00
	2C	CLEARING	LS	1.000	58,018.3400			1.000	58,018.34
	2D	CONSTRUCTION ENTRANCES	EA	2.000	6,000.0000			2.000	12,000.00
	2E	CONSTRUCTION PARKING	EA	1.000	6,000.0000			1.000	6,000.00
	2F	SILT FENCE	LF	16,102.000	1.5000			16,102.000	24,153.00
	2G	SNOW FENCE	LF	16,102.000	1.5000			16,102.000	24,153.00
	2H	STRIP TOPSOIL	CY	9,790.200	1.0000			9,790.200	9,790.20
	2I	REPLACE TOPSOIL	CY	9,790.200	1.0000			9,790.200	9,790.20
	2J	REMOVE WOOD FENCE	LF	400.000	6.0000			400.000	2,400.00
	2K	REPLACE WOOD FENCE	LF	400.000	10.0000			400.000	4,000.00
	2L	36" LINED DIP PIPE ONLY	LF	8,051.000	150.0000			8,051.000	1,207,650.00
	2M	AGGREGATE BEDDING (GRAVEL)	TON	3,201.000	11.3000			3,201.000	36,171.30
	2N	AGGREGATE BEDDING (STONE)	TON	6,517.000	12.0000			6,517.000	78,204.00
	2O	INSTALL 36" LINED DIP	LF	8,051.000	130.2700			8,051.000	1,048,803.77
	2P	TESTING 36" PIPE	LF	8,051.000	2.0000			8,051.000	16,102.00
	2Q	COMPRESSABLE MATERIAL	LS	1.000	15,549.5900				
	2T	RESTORATION	LS	1.000	42,064.2500			1.000	42,064.26
	72" MANHOLE								

Contractor: Atlas Excavating, Inc.
4740 Swisher Road
West Lafayette, IN 47906

Contract ID:

Estimate No: 9
Estimate Date: 12/31/2009
Estimate Period: 12/01/2009 To 12/31/2009
Due Date: 01/30/2010
Contract Price: 3,846,947.00

Bidder ID:

Contract:

Submit To: WESTERN SANI SW/R DIV II

Line No	Item No	Description	Unit	Bid Quantity	Unit Price	This Estimate		To Date	
						Quantity	Amount	Quantity	Amount
3A		DELIVERY OF 72" MANHOLES	EA	16.000	4,000.0000			16.000	64,000.00
3B		INSTALL MANHOLE	EA	16.000	9,600.0000			16.000	153,600.00
3C		TESTING OF MANHOLE	EA	16.000	400.0000			16.000	6,400.00
72" DROP MANHOLE									
4A		DELIVERY OF 72" DROP MANHOLE	EA	10.000	5,500.0000			10.000	55,000.00
4B		INSTALL MANHOLE	EA	10.000	17,100.0000			10.000	171,000.00
4C		FORM/POUR DROP	EA	10.000	13,000.0000			10.000	130,000.00
4D		TESTING OF MANHOLE	EA	10.000	400.0000			10.000	4,000.00
72" LINED MANHOLE									
5A		DELIVERY OF 72" LINED MANHOLE	EA	1.000	4,000.0000			1.000	4,000.00
5B		INSTALL MANHOLE	EA	1.000	13,600.0000			1.000	13,600.00
5C		LINE MANHOLE	EA	1.000	15,000.0000				
5D		TESTING OF MANHOLE	EA	1.000	400.0000			1.000	400.00
36" LINED DIP CROSSING UNDER SR 26									
6A		MOBILIZATION	LS	1.000	5,000.0000			1.000	5,000.00
6B		36" LINED DIP PIPE ONLY	LF	100.000	150.0000			100.000	15,000.00
6C		DIG PIT	EA	1.000	25,000.0000			1.000	25,000.00
6D		INSTALL CASING/THREAD PIPE	LS	1.000	74,800.0000			1.000	74,800.00
6E		GROUT	LS	1.000	10,000.0000			1.000	10,000.00
6F		TESTING 36" PIPE	LF	100.000	2.0000			100.000	200.00
36" LINED DIP STORM POND CROSSING									
7A		36" LINED DIP PIPE ONLY	LF	170.000	150.0000			170.000	25,500.00
7B		AGGREGATE BEDDING	TON	205.000	12.0000			205.000	2,460.00
7C		INSTALL 36" LINED DIP PIPE	LF	170.000	768.8000			170.000	130,696.00
7D		RESTORATION OF POND	LS	1.000	9,999.0000			1.000	9,999.00

Contract ID:

Contractor: Atlas Excavating, Inc.
4740 Swisher Road
West Lafayette, IN 47906

Estimate No: 9

Estimate Period: 12/01/2009 To 12/31/2009

Estimate Date: 12/31/2009

Due Date: 01/30/2010

Contract Price: 3,846,947.00

Bidder ID:

Contract:

Submit To: WESTERN SANI SWR DIV II

Line No	Item No	Description	Unit	Bid Quantity	Unit Price	This Estimate		To Date	
						Quantity	Amount	Quantity	Amount
7E		DELETE BORE AND CHANGE TO OPEN CL	LS	1.000	86,005.0000				
7F		TESTING	LF	170.000	2.0000			170.000	340.00
		ADDITIONAL EARTH EXCAVATION							
8A		EXCAVATION	CY	250.000	10.0000			60.000	600.00
		ADDITIONAL SELECT FILL MATERIAL							
9A		FILL	CY	250.000	15.0000			60.000	900.00
10		CHANGE ORDER 1	LS	1.000	12,382.7300	1.000	12,382.73	1.000	12,382.73
						Estimate		To Date	
						Total:	12,382.73		3,738,025.15
						Retainage:	.00		3,346.72
						Amount Paid:			3,722,295.70
						Current Amount Due:	12,382.73		15,729.45

SRF - DISBURSEMENT REQUEST INFORMATION

1. Community: CITY OF WEST LAFAYETTE 1a. SRF Loan Number: CS 18240001
2. Mailing Address: 609 W. Navajo Street 2a. Request No.: ONE HUNDRED ONE
West Lafayette, IN 47906
3. Contact Person: Judith Rhodes 3a. Contact Phone No.: (765) 775-5150
4. Community's Authorized Representative: MAYOR JOHN R. DENNIS OR CLERK-TREASURER JUDITH RHODES
5. Authorized Representative's Phone No.: (765) 775-5100
6. Description of work for which claim is being made (service, fees, type of, etc.):
Western Sanitary Sewer Interceptor-Division II

7. Contractor	7a. Address	Amount Requested
ATLAS EXCAVATING, INC	LAFAYETTE BANK & TRUST ABA: 074901009 CREDIT TO: ATLAS EXCAVATING INC ACCT # 9000330199	
8.		\$ <u>12,382.00</u> (Amount to Contractor)
9. Original Loan Amount:		\$ <u>12,380,000.00</u>
10. Total Amount of Previous Disbursements		\$ <u>9,887,578.00</u>
11. Amount of this Request.....		\$ <u>12,382.00</u>
12. Balance Available after this Disbursement.....		\$ <u>2,480,040.00</u>
13. Is a portion of the claim underlying this Request subject to retainage under I.C.36-1-12-14 or similar law?	YES _____ NO _____ X _____	
14. If yes, the retainage amount is		\$ <u>0.00</u>

(This amount will be sent to the retainage account set forth below and the remainder will be sent directly to the contractor identified above.)

Name of Bank: The Bank of New York, Aim Investment Services-Western Sanitary Sewer Div II/ 85820

Retainage Account Number: 8900118377 Routing Number: 021000018

15. Has the Qualified Entity paid the request and is now seeking reimbursement? YES _____ NO _____ X _____

16. Is any part of this claim a result of a change order? YES X NO _____

17. Is this the final payment to the contractor? YES _____ NO _____ X _____

The undersigned hereby certifies that this Request is true and correct, that the claim underlying this Request is legally due (and is payable from SRF) in accordance with the Community's Financial Assistance Agreement with the State.

18. DATE: January 25, 2010

18a.

AUTHORIZED REPRESENTATIVE SIGNATURE

Mayor John Dennis

Judith C. Rhodes, Clerk-Treasurer

Atlas Excavating, Inc.

4740 SWISHER RD., BUILDING A, WEST LAFAYETTE, IN 47906

PHONE (765) 429-4800
FAX PROJ. MGMT. (765) 429-8034
FAX ESTIMATING (765) 429-6464
FAX FRONT DESK (765) 429-5400

November 19, 2008

This is to certify that **Clossey Excavating, Inc.** has completed the subcontract with Atlas Excavating, Inc. on the following project:

Premise Known As: **Western Sanitary Sewer Division II**
Location: **West Lafayette, IN**
Owner: **Board of Public Works and Safety City of West Lafayette**

SUBCONTRACTOR'S FINAL WAIVER OF LIEN

The undersigned being first duly sworn, says that he is a subcontractor and if said subcontractor is a corporation that said affiant is dully authorized officer of said corporation in connection with the improvements of the above described project.

The undersigned accepts **Sixty One Thousand Three Hundred Eighteen Dollars and 75/100 (\$61,318.75)** as total remuneration, and acknowledges receipt of the previous payments for work, material, labor, supplies, services and machinery furnished by undersigned, and upon receipt of final payment of **One Thousand Three Hundred Sixty Eight Dollars and Sixty Nine Cents (\$1,368.690)** and in consideration for such payments, waives and releases any and all statutory of equitable liens or rights to liens for all work, material, labor services or machinery, extras and additions furnished.

The undersigned certifies that all labor, suppliers and material men have been paid in full and there are no claims outstanding that would entitle the holder thereto to claim a lien against said project. Further the undersigned certifies that all federal, state and local fees, assessments, taxes and unemployment contributions on said project have been paid in the manner as at the times prescribed by law and has funds sufficient to pay all future installment obligations to same when they come due.

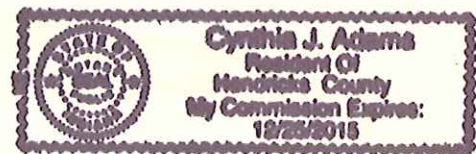
Clossey Excavating, Inc.

By:

Signature

Printed Name & Title

Michael W. Clossey **PRESIDENT**



State of IN. County of, Hendricks, ss:

Michael W. Clossey the affiant thereto, and if an officer of a corporation known to be duly authorized on behalf of said corporation to me make this affidavit this 24th day of November 2007. 2008

By:

Notary Public

Cynthia J. Adams

County of Residence: Hendricks

My Commission Expires: 12/25/2015

Atlas Excavating, Inc.

4740 SWISHER RD., BUILDING A, WEST LAFAYETTE, IN 47906

PHONE (765) 429-4800
FAX PROJ. MGMT. (765) 429-8034
FAX ESTIMATING (765) 429-6464
FAX FRONT DESK (765) 429-5400

November 19, 2008

This is to certify that **Capitol Tunneling, Inc.** has completed the subcontract with Atlas Excavating, Inc. on the following project:

Premise Known As: **Western Sanitary Sewer Division II**
Location: **West Lafayette, IN**
Owner: **Board of Public Works and Safety City of West Lafayette**

SUBCONTRACTOR'S FINAL WAIVER OF LIEN

The undersigned being first duly sworn, says that he is a subcontractor and if said subcontractor is a corporation that said affiant is dully authorized officer of said corporation in connection with the improvements of the above described project.

The undersigned accepts **Eighty Eight Thousand Four Hundred Dollars and 00/100 (\$88,400.00)** as total remuneration, and acknowledges receipt of the previous payments for work, material, labor, supplies, services and machinery furnished by undersigned, and upon receipt of final payment of **Eight Thousand, Eight Hundred Forty Dollars and no cents (\$8,840.00)** and in consideration for such payments, waives and releases any and all statutory of equitable liens or rights to liens for all work, material, labor services or machinery, extras and additions furnished.

The undersigned certifies that all labor, suppliers and material men have been paid in full and there are no claims outstanding that would entitle the holder thereto to claim a lien against said project. Further the undersigned certifies that all federal, state and local fees, assessments, taxes and unemployment contributions on said project have been paid in the manner as at the times prescribed by law and has funds sufficient to pay all future installment obligations to same when they come due.

Capitol Tunneling, Inc.

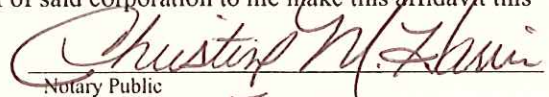
By:


Signature

E. Kyle Lucas
Printed Name & Title

State of Ohio County of, Franklin, ss:
E. Kyle Lucas the affiant thereto, and if an officer of a corporation known to be duly authorized on behalf of said corporation to me make this affidavit this 25th day of November 2008.

By:


Notary Public

County of Residence: Franklin

My Commission Expires: 2-28-2013



CHRISTINE M. HARRIS
Notary Public, State of Ohio
My Commission Expires 02-28-2013

are an equal opportunity employer"

Atlas Excavating, Inc.

4740 SWISHER RD., BUILDING A, WEST LAFAYETTE, IN 47906

PHONE (765) 429-4800
FAX PROJ. MGMT. (765) 429-8034
FAX ESTIMATING (765) 429-6464
FAX FRONT DESK (765) 429-5400

AFFIDAVIT and WAIVER OF LIEN

☒ Final ☐ Partial ☐ Payment to Follow

Date working being duly sworn states that s/he is Credit manager of
(Officer) (Title)

HD Supply Waterworks

(Contractor) having contracted with Atlas Excavating, Inc to furnish certain materials

and/or labor as follows: Fittings for the project known as Western Sanitary Sewer Division II located at
(Description) (Job Name)

West Lafayette, IN and owned by, the Board of Public Works and Safety, City of West Lafayette, and does hereby
(Job Location) (Owner)

Further state on behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

____ Receipt of which is hereby acknowledged, or

____ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

Thirty One Thousand Five Hundred Eight Nine and Seventy One Cents (\$31,589.71)

☒ Receipt of which is hereby acknowledged, or

____ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

HD Supply Waterworks
(Firm)

Mary P. Jung credit manager
(Signature / Title)

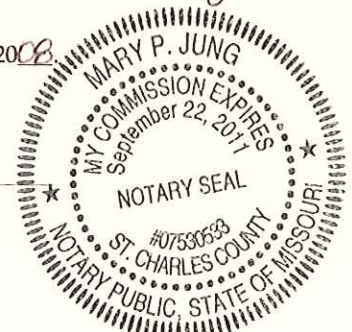
WITNESS MY HAND AND NOTARY SEAL, this 2ND day of DECEMBER, 2008

My Commission Expires:

Mary P. Jung
(Notary Signature)

Residing in _____ County

(Printed)



Vulcan Materials Company

115860

INDIANA FINAL WAIVER OF LIEN

STATE OF INDIANA }ss
COUNTY OF

Whereas, The undersigned **Vulcan Construction Materials, LP** MIDWEST DIVISION has
been Therefore employed by **ATLAS EXCAVATING INC**

to furnish aggregate material for the building - and premises known as

WESTERN SANITARY SEWER DIVISION II

**OWNER: BOARD OF PUBLIC WORKS AND SAFETY, CITY OF LAFAYETTE
WEST LAFAYETTE, IN**

Now, Therefore, Know Ye, That the undersigned, for a good and valuable consideration, the receipt of which is ****Seventy Four Thousand Five Hundred Eighty Five Dollars and Fifty Four Cents** (\$74,585.54)** hereby acknowledged, hereby and now waives and releases unto the said owner of said premises, any and all lien, right of lien, or claim of whatsoever kind or character on the above described building and real estate, on account of any and all labor or material, or both, furnished for or incorporated into said building by the undersigned; and further certify that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as a security payment.

Signed, sealed and delivered this 3RD day of DECEMBER, 2008

VULCAN CONSTRUCTION MATERIALS, LP
MIDWEST DIVISION

By Jean M. Szwaya
JEAN M. SZWAYA, SR. CREDIT REP

Personally appeared before me this 3RD day of DECEMBER, 2008, Jean M. Szwaya who being duly sworn on oath sa she is **Sr. Credit Rep** of Vulcan Construction Materials, LP and that she hereby acknowledges the execution of the foregoing instrument for and on behalf of said Company and at special instance and request.

Johanna Lozano
Notary Public



ATLAS EXCAVATING INC
4740 SWISHER RD BLDG A
WEST LAFAYETTE, IN 47906

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA DOCUMENT G707

(Instructions on reverse side)

Bond#1827731

OWNER	_____
ARCHITECT	_____
CONTRACTOR	_____
SURETY	_____
OTHER	_____

TO (OWNER)
(Name and address)

ARCHITECT'S PROJECT NO:

CONTRACT FOR: \$ **3,738,025.15**

CITY OF WEST LAFAYETTE
609 W. NAVAJO STREET
WEST LAFAYETTE, IN 47906

CONTRACT DATE: **10/23/2007**

PROJECT:
(Name and address)

Western Sanitary Sewer Interceptor Div II, West Lafayette, IN

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety)

THE HANOVER INSURANCE COMPANY
440 LINCOLN STREET
WORCESTER, MA 01653

, SURETY,

on bond of
(here insert name and address of Contractor)

ATLAS EXCAVATING, INC.
4740 SWISHER RD. BLDG A
WEST LAFAYETTE, IN 47906

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety Company of any of its obligations to

(here insert name and address of Owner)

CITY OF WEST LAFAYETTE
609 W. NAVAJO STREET
WEST LAFAYETTE, IN 47906

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this **8th** day of **January, 2010.**
(Insert in writing the month following by the numeric date and year)



Attest:
Seal

THE HANOVER INSURANCE COMPANY
Surety Company



Signature of Authorized Representative
Thomas O. Chambers, Title

INSTRUCTION SHEET

FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment to Debts and Claims, on construction projects where the Contractor is required to furnish a bond by obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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B. CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

C. COMPLETING G707 FORM

GENERAL : The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor, and Project.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Contractor" or "Mechanical Work".

D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas O. Chambers, Kimberly S. Rasch and/or Todd Schaap

of **Racine, WI** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizes, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizes, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 6th day of April, 2009.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH
OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 6th day of April, 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 8th day of January 2010.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault, Assistant Vice President